

UNION'S INITIAL PROPOSALS

for the

July 1, 2019 - June 30, 2021

COLLECTIVE BARGAINING AGREEMENT

between

**UE LOCAL 893 - IOWA UNITED PROFESSIONALS
Science Unit**

and

THE STATE OF IOWA

*** The Union reserves the right to amend, modify, add, or subtract from any article contained in this proposal as it deems necessary throughout the course of these negotiations.**

**** The Union proposes that all of the terms and conditions of the current bargaining agreement remain unchanged, except as follows:**

***** Strikethrough indicates deletions and bold print indicates new language.**

**Article I
AGREEMENT**

This Agreement made and entered into this 1st day of July 2017~~9~~, at Des Moines, Iowa pursuant to the provisions of Chapter 20 of the Iowa Code, by and between the State of Iowa (hereinafter referred to as the Employer) and UE Local 893/Iowa United Professionals, and its appropriate affiliated locals, as representatives of employees employed by the State of Iowa, as set forth specifically in Appendix A (hereinafter referred to as the Union).

**Article II
RECOGNITION & UNION SECURITY**

STATUS QUO

**Article III
MANAGEMENT RIGHTS**

STATUS QUO

**Article IV
GRIEVANCE PROCEDURE**

STATUS QUO

**Article V
SENIORITY**

STATUS QUO

**Article VI
LAYOFF PROCEDURE**

STATUS QUO

**Article VII
TRANSFERS**

Current contract language with the exception of the following section:

SECTION 2 Transfers Within Employing Units

When the Employer decides to fill a permanent vacancy as defined by Section 4, the Employer shall post the vacancy for a period of five (5) working days. The posting shall include specific information including the position number, specific job duties, location, county or counties, standard working hours and shift. Vacancy notices shall be posted within the employing unit in all offices, where there are eligible employees, on bulletin boards customarily used for these purposes as well

as electronically via existing individual department intranet or email services. Eligible employees shall be required to file a written request during the posting period on a transfer request form in order to be considered for the vacancy. Following the five (5) day posting period, the Employer shall transfer the most senior employee who has filed a transfer request for the vacant position, provided the employee possesses the ability to perform the duties as assigned and meets any special or selective certification requirements. The Employer may deny transfers if the transfers would substantially impair the Employer's ability to maintain operational efficiency. The employee must accept the transfer when offered if the employee has not removed the transfer request before the close of the five (5) day posting period. There shall be no probationary period for any such transfer. For purposes of transfers the employing unit shall be as set forth in Appendix B.

~~This Section shall not apply to classifications which solely exist in one employing unit.~~

Article VIII HOURS OF WORK

STATUS QUO

Article IX WAGES AND FRINGE BENEFITS

Section 1. Wages

Employees shall be paid according to the pay grades set forth in Appendix A and the applicable Executives Branch pay plans.

- A. On the first day of the pay period that includes July 1, ~~2017~~ **2019**, employees in the bargaining units covered by this agreement shall receive a ~~zero~~ **four and one half** percent (~~0%~~) (**4.5%**) across the board increase.

On the first day of the pay period that includes January 1, 2020, the maximum of the 009/010 pay plan shall be increased by two percent 2%.

- B. On the first day of the pay period that includes July 1, ~~2018~~ **2020**, employees in the bargaining units covered by this agreement shall receive a ~~zero~~ **four and one half** percent (~~0%~~) (**4.5%**) across the board increase.

On the first day of the pay period that includes January 1, 2021, the maximum of the 009/010 pay plan shall be increased by two percent 2%.

C. ~~During the term of this agreement, All employees eligible for negotiated within-range step increases eligible employees shall receive an automatic four and one-half percent (4.5%) within grade =range increases in accordance with their eligibility date of three and one-half percent (3.5%) if the employee receives an overall rating of "meets expectations" or "satisfactory" on their last performance evaluation in each year of the agreement.~~

~~D. In addition to the three and one-half percent (3.5%) within-range increase described above in paragraph (c), eligible employees who receive an overall rating of "exceeds expectations" on their last performance evaluation will receive an additional one percent (1%) within-range increase.~~

Section 2. Health and Dental Benefits

~~The state agrees to provide group health and dental benefits, as determined by the State, to eligible bargaining unit members.~~

The State agrees to continue to provide group health benefits to all eligible bargaining unit members covered by this Agreement. Employees will have health plan options of Plan 3 Plus (modified to include a comprehensive major medical health benefits overlay, the \$300/\$400 inpatient deductible will apply to all benefits up front before insurance coverage begins) and Iowa Select, a PPO with a benefit design incorporating the cost containment features provided for in subsection B, Cost Containment, as well as such managed care organizations (MCOs) plans as are offered annually by the State.

After positively enrolling for plan year 2016, a bargaining unit member does not need to re-enroll for future plan years. If the member does not make any changes, the member's coverages will remain the same and carry over to the next plan year.

The State further agrees to contribute towards the cost of health benefits as follows:

Effective January 1, 2016, the State further agrees to contribute to the cost of health benefits in accordance with the following provisions:

Single Plans:

In each year of the Agreement, the Employee shall contribute twenty dollars (\$20.00) a month toward any plan and coverage level selected. The State agrees to contribute the remaining portion of the premium for the single plan and coverage level selected.

Family Plans:

On January 1, 2008, the State's monthly contribution to all family plans shall be eighty percent (80%) of the Iowa Select family total premium. Employees may apply this dollar amount to the plan of their choice.

On January 1, 2009, the State's monthly contribution to all family plans shall be eighty-five

percent (85%) of the Iowa Select family total premium. Employees may apply this dollar amount to the plan of their choice.

Family plans will be available to Domestic Partners, provided they meet the requirements set forth by the State and its carriers. The State will pay the State's contribution toward the family premium of the selected plan. Any forms or affidavits necessary to initiate such coverage will not be made part of this contract.

In each year of this Agreement, the Employee shall contribute a minimum of twenty dollars (\$20.00) a month toward any plan and coverage level selected, if the eighty-five percent (85%) of the Iowa Select does not require the employee to make an additional contribution.

Double-Spouse:

When a husband and wife are employed by the State, at the option of the couple, one family plan may be elected. The State's contribution to double-spouse coverage will be the full premium. When a husband and wife are employed by the State and one spouse is a full-time employee and one spouse is a benefit-eligible part-time employee, at the option of the couple, one family plan may be elected. The State's contribution to above stated double-spouse family coverage will not exceed the full premium.

Cost Containment:

For the first six (6) months of this agreement, the State health benefit modified Plan 3 Plus and IUP Select will include a cost containment program requiring precertification of all non-emergency inpatient admissions, post-certification of emergency inpatient admissions, continued inpatient stay review, individual case management, and payment reductions for program non-compliance. As of 8/1/95, outpatient mental health and substance abuse care will require precertification or payment reductions will occur for program non-compliance. Additionally, as of 8/1/97, there will be a \$25,000 lifetime maximum per couple for infertility benefits, use of a mental health network is required or benefit reduction will occur, and diabetic education is a covered benefit.

Deductible 3 Plus and Iowa Select will include the following cost containment features:

- 1). Required precertification of all non-emergency inpatient admissions.
- 2). Required post-certification of emergency inpatient admissions.
- 3). Continued inpatient stay review.
- 4). Individual case management.
- 5). Payment reductions for program non-compliance.
- 6). Required precertification of outpatient mental health and substance abuse care.
- 7). Required use of a mental health network.

- 8). **\$25,000 lifetime maximum per couple for infertility benefits.**
- 9). **Diabetic education.**
- 10). **In Iowa Select there is a \$50 emergency room co-payment without consideration of any other deductible.**
- 11). **In Iowa Select there is a three-tier drug card program in which there is a \$5/\$15/\$30 (generic/brand name formulary/brand name non-formulary) co-payment and a separate \$250/\$500 out of pocket maximum. If a generic equivalent is appropriate and available and the member chooses a brand name drug, the member is responsible for the co-payment plus any difference between the maximum allowable fee for the generic drug and the maximum allowable fee for the brand name drug, even if the provider has specified that the brand name drug must be taken.**
- 12). **A mail order prescription provision where two co-payments will be paid for a 90 day supply for maintenance drugs determined by the carrier.**
- 13). **A \$15 standard office visit co-pay will be included in Iowa Select. This co-pay applies once per date of service and applies to the exam only, deductible and coinsurance do not follow the co-pay for the exam. Coinsurance would apply to other office services and the co-pay will not count towards the out-of-pocket maximums.**

Plan Changes

Deductible 3 Plus will be modified as follows effective with the 2016 plan year:

1. **Effective January 1, 2016, the medical out of pocket maximum (OPM) will be \$650/\$1,450.**
2. **Effective January 1, 2017, the medical out of pocket maximum (OPM) will be \$1,000/\$2,000.**

Iowa Select will be modified as follows effective with the 2016 plan year:

1. **Effective January 1, 2016, the medical out of pocket maximum (OPM) will be \$650/\$1,450.**
2. **Effective January 1, 2017, the medical out of pocket maximum (OPM) will be \$1,000/\$2,000.**
3. **The pharmacy out of pocket maximum (OPM) will be \$500/\$1,000.**

Blue Access will be modified as follows effective with the 2016 plan year:

Coinsurance will be ninety percent (90%) of the cost for all services not subject to a copayment. Employee is responsible for ten percent (10%) of the cost for all services not subject to a copayment.

Second opinions:

Second opinions for elective surgery remain voluntary. For information regarding open enrollment periods, other enrollment changes, and movement among Plans, see Appendix D.

Any increases in premiums to be paid by employees that would otherwise take effect on January 1, 2010 will be implemented on July 1, 2010.

SECTION 3 Dental Insurance

The State agrees to provide dental insurance benefits to all bargaining unit employees as set forth in Appendix C. The State shall contribute the full cost of single coverage to both single and family contracts. The employee may elect to purchase family coverage in accordance with the provisions of Appendix D (B. Dental Plan Section.) When a husband and wife are employed full- time by the State or one spouse is a full-time employee and one spouse is a benefit eligible part-time employee, at the option of the couple, one family plan may be elected. The State's contribution to double- spouse family coverage will be equal to two single contributions. If both spouses are benefit eligible part-time employees, the State's contribution will be one single contribution rate.

Effective January 1, 2006, family plans will be available to Domestic Partners, provided they meet the requirements set forth by the State and its carriers. The State will pay the State's contribution toward the family premium. Any forms and affidavits necessary to initiate such coverage will not be made part of this contract. (For information regarding enrollment periods, other enrollment changes, and movement among Plans, see Appendix D, Dental Insurance Section.)

SECTION 4 Life Insurance

The Employer agrees that all employees shall be eligible to participate in the State employees' group life insurance program administered by the Human Resources Enterprise. Provisions of the group life insurance program are as follows:

- A. Eligibility for group life insurance begins on the first day of the month following thirty (30) days of continuous full-time employment. Full-time employees are those employees whose principal occupation is with the group policyholder and are regularly scheduled to work at least thirty (30) hours per week.**
- B. Each full-time employee will be provided (at no cost to the employee) with an amount of group life insurance, plus an equal amount of group accidental death and dismemberment coverage, as indicated in the following schedule:**

<u>AGE</u>	<u>LIFE INSURANCE</u>	<u>AD & D INSURANCE</u>
Under Age 65	\$20,000	\$20,000
65 to 69	13,200	13,200
70 to 74	8,300	8,300
75 and over	5,700	5,700

C. Each full-time employee will have the option of applying for supplemental life insurance coverage plus an equal amount of group accidental death and dismemberment coverage (to be paid by the employee) through payroll deductions as provided in the following schedule:

<u>AGE</u>	<u>MAXIMUM SUPPLEMENTAL LIFE INSURANCE</u>	<u>MAXIMUM SUPPLEMENTAL AD & D</u>
Under Age 65	\$40,000	\$40,000
65 to 69	26,400	26,400
70 to 74	16,600	16,600
Age 75 – 79	11,400	11,400
Age 80 & Over	8,000	8,000

The supplemental life insurance will be available in increments equal to one-eighth (1/8) of the maximum amount available. Employees may elect the number of increments desired. The initial one-eighth (1/8) increment will not require medical underwriting provided that employees make application within thirty (30) calendar days of their date of employment. All amounts above this initial one-eighth increment will require medical underwriting.

D. Upon an employee's termination from state service, the life insurance policy may be converted to an individual policy of life insurance at the appropriate rates.

SECTION 5 Disability Insurance

The State agrees to continue the existing disability insurance program within the various State departments and institutions for the duration of the Agreement except that the \$2,000 maximum benefit for General Government employees will be increased effective January 1, 2007 to \$3,000. The LTD benefit will be 60% of covered monthly salary regardless of length of service (60% of up to \$60,000 annual salary.) The State further agrees to continue to pay the entire cost for such disability insurance. For members of the bargaining unit, the qualifying period for eligibility for benefits under this insurance will be as set by statute

Section 6. Workers' Compensation Benefits - STATUS QUO

Section 7. Sick Leave - STATUS QUO

Section 8. Paid Annual Leave of Absence (Vacations)

[Paragraphs A, B and C, current contract language]

D. In scheduling vacation (annual leave), choice of time and amount shall be governed by seniority as defined in Article V, provided employees submit their vacation requests at least sixty (60) days in advance. Vacation requests submitted less than sixty (60) days in advance will be granted on a first come, first served, basis. Vacation requests will be answered within five (5) working days from the date of receipt unless such requests are submitted more than sixty (60) days in advance, ~~which will be granted or denied on day sixty (60) without regard to any pending approvals for vacation requests not yet at the 60th day.~~ The parties recognize that the Employer has the right to determine the number of employees within each classification and work unit that may be on vacation at any given time; however, vacations shall be granted at times and in amounts most desired by employees whenever operations permit. Once vacation periods have been scheduled, the Employer shall make changes in employee vacation schedules only to meet emergencies or changes required for the implementation of this Section. In the event the Employer finds it necessary to cancel a scheduled vacation, the affected employee may reschedule his/her scheduling of his/her vacation into the ensuing calendar year as he/she desires, providing it does not affect other employees' vacation periods. ~~Vacation must be taken by the employee if not rescinded at least forty-eight (48) hours in advance of the date and time in which the vacation is scheduled to begin.~~ Every attempt will be made to grant employees vacation at the requested time. In the event of an illness or injury while an employee is on vacation leave, that portion of the vacation leave spent under the care of a physician may be substituted for and charged against the employee's accrued sick leave upon the employee's request and proof from the physician of an illness or injury and its duration.

E. Employees who have accumulated eighty (80) or more hours of accrued annual leave, shall at their request, be paid for up to forty (40) hours of accrued annual leave.

SECTION 9 Holidays

- A. The Employer agrees to provide the following paid holidays per year: there shall be nine (9) scheduled holidays as set forth below. All employees within the Science unit shall receive an additional four (4) unscheduled holidays.**

Unscheduled holidays shall be prorated and accrued on a pay period basis and added to the employee's accrued vacation account and shall be taken in accordance with the procedures set forth in Section 8 (Vacations) in this Article.

SCHEDULED HOLIDAYS:

New Year's Day, January 1

Dr . Martin Luther King's Birthday, 3rd Monday in January

Memorial Day, the last Monday in May

Independence Day, July 4

Labor Day, the first Monday in September

Veterans Day, November 11

Thanksgiving Day, the fourth Thursday in November

Friday after Thanksgiving Christmas Day, December 25

- A. Monday shall be recognized as a holiday for all holidays occurring on a Sunday and Friday for all holidays occurring on a Saturday for those employees on a Monday through Friday work week. For other than these employees, the holiday shall be deemed to fall on the day on which the holiday occurs.**
- B. The Employer agrees that employees required to work on a holiday as provided above shall be compensated for such holiday by receiving equivalent compensatory time off at a later day, and if a holiday provided above falls on an employee's regularly scheduled day off, equivalent compensatory time off shall be granted at a later date. Holiday compensatory time earned will be added to the regular compensatory time account. When such compensatory time off is to be granted, it shall be taken at the request of the employee with the approval of the Employer.**
- C. If a holiday falls on an employee's regularly scheduled work day, the employee will receive their regular shift pay. To be eligible for holiday pay, employees must be in pay status their last scheduled work day immediately before and their first scheduled work day immediately following each holiday.**
- D. Employees shall not be eligible for holiday pay during a layoff or any period of leave of**

absence without pay.

SECTION 10 Holiday Premium Pay

When an employee is required by the Employer to work on a state scheduled holiday, the Employer agrees to provide holiday premium pay at the rate of one and one-half (1 1/2) the employee's regular hourly rate for all hours actually worked. Such compensation shall be paid in cash and shall not be computed as hours worked for compensatory time. In the event that Article VIII, Section 6 (Call Back) and this Section are both applicable, the employee shall be paid according to whichever provision is most beneficial to the employee.

SECTION 11 Extra Pay

The Employer may, at its sole discretion, grant an incentive increase to bargaining unit employees, not to exceed three per cent (3%) of the employee's annual salary, providing that sufficient funds are available, in the Employer's estimation. The decision to grant or deny an incentive increase is not subject to the grievance procedure set forth in Article IV of this Agreement. Incentive increases which are granted shall be paid in one lump sum following the employee's performance evaluation and shall not be added to the base pay or carried over into subsequent evaluation periods.

SECTION 12 Selected IRS Pre-Tax Benefits

The State will offer a premium conversion plan in which employees may elect, during a designated annual enrollment period, to pay their share of health, dental and life insurance premiums with pre-tax rather than post-tax salary dollars.

The State will provide a program consistent with Internal Revenue Service (Section 129) regulations through which employees may elect to make a pre-tax reduction in wages which will be paid to an account from which allowable dependent care expenses will be reimbursed.

Effective July 1, 2003, the State will provide a program consistent with Internal Revenue Code, Section 125 regulations through which employees may elect to make a pre-tax reduction in wages which will be paid to an account from which allowable medical expenses will be reimbursed.

Section 13 Deferred Compensation – Status Quo

**Article X
LEAVES OF ABSENCE**

Section 1&2 STATUS QUO

Section 3. A, B, & C STATUS QUO

A. Medical Leave of Absence

~~Medical leaves of absence will be granted in accordance with FMLA.~~

Employees with at least one (1) year of seniority who have exhausted their sick leave benefits shall be granted an unpaid leave of absence not to exceed ninety (90) calendar days provided the illness or injury exceeds ten (10) days and appropriate medical verification is submitted. Upon request of the employee, extensions may be granted in increments for up to ninety (90) days not to exceed a total of one (1) year. Such leaves may not be unreasonably withheld. Extensions of such leaves shall not impair an employee's right to long term disability.

Second Paragraph – STATUS QUO

E., F., & G STATUS QUO

Section 4, 5, 6 & 7 STATUS QUO

**Article XI
MISCELLANEOUS**

STATUS QUO

**Article XII
HEALTH & SAFETY**

STATUS QUO

**ARTICLE XIII
EMPLOYEE PRODUCTIVITY AND DEVELOPMENT**

SECTION 1 Training

[Current contract language]

SECTION 2 Performance Evaluations

An employee's evaluation shall be discussed with the employee and the employee shall have the right to make comments thereon. The signing of the evaluation report does not signify agreement with the report, but only that the employee has seen the report, it has been discussed and the employee has been given an opportunity to make comments to be attached to and placed in the personnel file. A copy of the evaluation shall be placed in the personnel file and a copy of the evaluation shall be given to the employee. Performance evaluations shall be fair and reasonable. Only performance evaluations having a rating below the meets expectations level may be grieved. Performance evaluation grievances shall not be arbitrated unless the proposed remedy of both the employee and the Union would raise the performance evaluation rating to or above the meets expectation level. Upon request from the Union, the Employer will provide to the Union all relevant documentation used to determine the evaluation rating after the filing of the grievance prior to the Step 1 meeting. Performance evaluations shall not be used as the deciding factor for eligibility for within-grade increases.

SECTION 2 3 Staff Development [Current contract language]

Article XIV CONTRACTING OUT

STATUS QUO

Article XV GENERAL

STATUS QUO

TERMINATION OF AGREEMENT (Change Dates)

APPENDIX A

EXECUTIVE BRANCH CLASSIFICATIONS SCIENCE UNIT (009)

~~The State proposes that the parties will mutually review all classifications and add in all new classifications and/or delete all classifications that no longer exist.~~

<u>CODE</u>	<u>PAY GRADE</u>	<u>CLASSIFICATION</u>
00674	30	Senior Industrial Hygienist
02215	25	Medical Technologist
04404	28	Geologist 2
04407	31	Geologist 3
04414	27	Chemist
04421	27	Microbiologist
04513	27	Environmental Specialist
04519	30	Environmental Specialist Senior
05138	33	Veterinarian
05160	28	Plant Pathologist
05162	27	Entomologist
05340	28	Natural Resources Biologist
05414	28	Forester 2
06018	32	Criminalist
04507	27	Health Physicist 1
04508	30	Health Physicist 2
04509	32	Health Physicist 3

EXCLUDED: All Other Employees of the State of Iowa

APPENDIX B

Status Quo

APPENDIX C DENTAL BENEFITS COVERAGE

~~{Delete this Appendix}~~

The following is not intended to be a complete listing of available benefits or exclusions/limitations, and is only a brief synopsis of plan benefits. Information concerning exclusions, limitations, and benefit administrative provisions may be obtained by calling the health carrier. Furthermore, the following plan descriptions do not alter, delete, or add to any existing contract defined health benefits. In the event of any ambiguity or inconsistency with the following plan descriptions, the plan document between the State and the carrier shall apply.

1. Diagnostic and Preventative Services

Plan payment at 100% UCR.

Routine examination and teeth cleaning once every six months. Bite-wing x-rays at twelve month intervals.

Full mouth x-rays once in any three year interval unless special need is shown.

Topical fluoride applications as prescribed by the dentist for unmarried dependent children, but not more than once in any twelve month interval.

2. Routine and Restorative Services Plan payment at 80% UCR.

Regular cavity fillings (amalgam, stainless steel crowns, synthetic porcelain and plastic). Emergency treatment for relief of pain.

Oral surgery (tooth extractions and other oral surgery, including pre and post-operative care).

Topical applications of sealants for unmarried dependent children who are less than 15. Not more than a single application for each molar.

Lifetime maximum per member \$120.00.

No deductibles.

3. **Major Restorative Services Plan payment at 50% UCR. Root canals.
Gold fillings when other filling materials cannot be used.**

**Crowns and jackets when necessary and when fillings
cannot be used.**

Beginning January 1, 2006, the dental benefits shall include surgical as well as non-surgical treatment for gum and bone (alveolar) diseases (surgical and non-surgical periodontics) at 50% coinsurance.

4. **Prosthetics**

Beginning January 1, 2006, the dental benefits shall include bridges and dentures at 50% coinsurance.

5. **Annual Maximum Plan Payment**

Beginning January 1, 2006, the annual maximum plan payment for all plan benefits shall be \$1,500 per member per year.

6. **Orthodontics**

Beginning January 1, 2006, the dental benefits shall include orthodontics to be paid at 50% coinsurance with a per dependent lifetime maximum of \$1,500.

**APPENDIX D
ENROLLMENT PERIODS,
OTHER ENROLLMENT CHANGES,
MOVEMENT AMONG PLANS**

~~{Delete this Appendix}~~

The Union proposes to use Appendix D from the 2015-2017 contract between the parties.

**APPENDIX E
INSURANCE BENEFITS DESCRIPTIONS**

~~{Delete this Appendix}~~

The Union proposes to use Appendix E from the 2015-2017 contract between the parties.

APPENDIX F

RESERVED

~~**Delete this Appendix**~~

**APPENDIX GE
DISCIPLINARY REDUCTION IN PAY**

[Current contract language]

APPENDIX H

RESERVED

~~**Delete this Appendix**~~

